MYSORE DISTRICT.

Notification, dated 6th June 1933.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Mysore District up to 2 P.M. on 19th June 1933, for the purchase of the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests for a period of two years from 1st July 1933 to 30th June 1935, in the undermentioned Taluks of the District either for the whole Taluk or for each Hobli or Firka or any other smaller unit comprised in the Taluk.

1 Mysore	6 Nagamangala	11 Nanjangud
2 Heggaddevankote	7 Mandya	12 Gundlupet
3 Hunsur	8 Malvalli	13 Chamrajnagar
4 Yedatore	9 Seringapatam	14 T.-Narsipur
5 Kaishnarajpet	10 Maddur	15 Periyapatna Sub-Taluk

Remarks:—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation, and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each Taluk, each hobli, or firka or any other smaller unit in the taluk must be tendered for separately. In the cases of tenders for whole taluks the amounts offered for each hobli, firka therein may be noted separately.

3. Tenders of defaulters on account of previous leases and those not in accordance with Rule (4) will be summarily rejected.

4. Each tender must be accompanied by a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate provided in clause 7, and also a sum of Rs. 200 in currency Notes as earnest money. Covers containing the tender should be addressed to the District Forest Officer, Mysore District, Mysore, and should be duly registered, insured and superscribed "Tender for the lease of collecting Tangadi and Kakke barks."

5. The Name and address of the tenderer must be clearly and fully given.

6. Tenders will be opened by the District Forest Officer in the District Forest Office at 2 P.M., on the 19th June 1933 in the presence of such of the tenderers as may be present.

7. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale, and get in exchange if he so desires, a certificate signed by the latter which will be sufficient authority for him to tender for the lease in any one of the remaining Divisions. This exchange certificate shall be delivered to the officer conducting the sale, in cases the party named therein happens to be the successful tenderer, obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other Divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful tenderers will be returned immediately after the sale.

8. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer, subject to the confirmation of the Chief Conservator of Forests, who at his discretion may accept or reject the highest or any tender, without assigning any reason therefor.

9. Within three days of the receipt of notice of acceptance of the tender, the successful tenderer shall credit into the Government Treasury of the taluk concerned one-quarter of the total sale amount including the earnest money already paid together with local, railway and other cesses on the full lease amount at the rates prevailing in the district, *viz.*, Local cess at 0-1-0, Education cess at 0-0-6 and Railway cess at 0-0-3 per Rupee. In default, the acceptance of the tender will be cancelled, the earnest money forfeited, and the right resold. Such resale will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby, but will have no claim to any surplus accruing therefrom. Such loss shall be recoverable as an arrear of land revenue.

10. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

11. The successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default, either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation.

12. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or	before	1st November 1933.
2nd	do	do	1st March 1934.
3rd	do	do	1st July 1934.

In default to pay the instalments on the due date, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government, less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referred to in the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer an account of the number of cart-loads of Tangadi and Kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

N.B.—Forest forms 84 and 85 shall be used.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working, and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1935, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forest either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-leesee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

13. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

C. A. JABBAR,
District Forest Officer